Earl K. Long Medical Center	пеп	BIDS WILL BE PUBLIC	CLY OPENED:			
VENDOR NO. :	LSU Health	May 01,2012	02:00 PM			
SOLICITATION : 001127	Sciences	Return Bid in Envelo	pe/Labels Provided to:			
OPENING DATE : 05/01/2012	Center	Purchasing Departmen	•			
0.2		Kirby Smith Hall - 11th				
		LSU Main Campus (Bi				
		PO Box 91308	NEA 70003)			
		Baton Rouge LA 7082	1 1200			
		BUYER :				
		BUYER PHONE :				
		DATE ISSUED :				
		REQ. NO :				
		FISCAL YEAR :	2012			
HVAC RENOVATION						
INSTRU	CTIONS TO BIDDERS	. <u> </u>				
1. READ THE ENTIRE BID, INCLUDING ALL	TERMS AND CONDITIO	NS AND SPECIFICATE	ions.			
2. FILL IN ALL BLANK SPACES.						
3. ALL BID PRICES MUST BE TYPED OR WRI			URES OR OTHER FORMS OF			
ALTERATION TO UNIT PRICES SHOULD BE						
4. BID PRICES SHALL INCLUDE DELIVERY O						
BIDS CONTAINING "PAYMENT IN ADVANCE						
BE MADE WITHIN 30 DAYS AFTER RECEIP	T OF PROPERLY EXEC	TTED INVOICE OR DE	ELIVERY, WHICHEVER IS			
LATER.						
5. SPECIFY YOUR PAYMENT TERMS:		CASH DISCOUNTS	FOR LESS THAN 30 DAYS			
OR LESS THAN 1% WILL BE ACCEPTED, B	UT WILL NOT BE CON	SIDERED IN DETERM	INING AWARDS			
BY SIGNING THIS BID, THE BIDDER CERTIF	IES:					
* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).						
* THAT IF THIS BUSINESS ENTITY OR ANY	OF ITS EMPLOYEES OF	SUBCONTRACTORS A	APPEAR ON EITHER			
LISTING, MY BID WILL BE REJECTED.						
* THAT IF AT ANY TIME DURING THE TERM						
TO BID, THIS ENTITY OR ANY OF ITS EM						
COMPANY WILL NOTIFY THE CONTRACTING	·					
CONTRACTING AGENCY WILL NOT BE LIABL	E FOR ANY DAMAGES	RESULTING FROM SAI	ID TERMINATION.			
THE BIDDER FURTHER CERTIFIES:						
* COMPLIANCE WITH ALL INSTRUCTIONS TO		DITIONS, AND SPEC	CIFICATIONS.			
* THIS BID IS MADE WITHOUT COLLUSION O						
* THAT ALL TAXES DULY ASSESSED BY THE						
FRANCHISE TAXES, PRIVILEGE TAXES, SA	LES TAXES AND ALL (THER TAXES FOR WH	HICH THE FIRM IS			
LIABLE HAVE BEEN PAID.						
* THAT IF MY BID IS ACCEPTED WITHIN						
FURNISH ANY OR ALL OF THE ITEMS (OR						
* DELIVERY WILL BE MADE WITHIN	DAYS AFTE	RECEIPT OF ORDER	₹.			
: 						
VENDOR BUONE NUMBER	TITLE		DATE:			
VENDOR PHONE NUMBER:	TITLE		DATE			
FAX NUMBER: SIGNATURE OF AUTHORIZED BIDDER	L NAME O	FRINNER				
		F BIDDER	1			
(MUST BE SIGNED)		OR PRINTED)				

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- 6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
- 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
- 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
- 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
- 10.INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
- 11.BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
- 12.STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
- 13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
- 14.BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
- 15.AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
- 16.PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,

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BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

- 17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
- 18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
- 19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
- 20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
- 21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
- 22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
- 23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
- 24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
- 25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.
- 26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,

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ITS OFFICERS, ITS AGENTS, OR ITS EMEXTENT OF THE FAULT OF THE CONTRACT THE CONTRACTOR SHALL HAVE NO OBLIGATION FROM BODILY INJURY, DEATH OR UNIVERSITY, ITS OFFICERS, ITS AGENT 27. INTERPRETATION OF DOCUMENT: ANY IN BE MADE BY AN ADDENDUM ISSUED IN WE BE MAILED OR DELIVERED TO EACH PERS QUOTATION DOCUMENTS. LSUHSC WILL NOT INTERPRETATION OF THE DOCUMENTS. 28. ACCEPTANCE OF BID: ONLY THE ISSUAN ACCEPTANCE ON THE PART OF LSUHSC. 29. ADHERENCE TO JCAHO STANDARDS: WHER COMMISSION ON ACCREDITATION OF HEAL SUBCONTRACTORS, AND VENDORS AGREE TO COMMISSION. 30. PREFERENCE: IN ACCORDANCE WITH LOU ALLOWED FOR PRODUCTS MANUFACTURED, QUALITY. DO YOU CLAIM THIS PREFERE SPECIFY THE LINE NUMBER (S) SPECIFY THE LINE NUMBER (S) SPECIFY LOCATION WITHIN LOUISIANA WE GROWN OR ASSEMBLED (NOTE: IF MORE SPACE IS REQUIRED, DO YOU HAVE A LOUISIANA BUSNIESS WO IF SO, DO YOU CERTIFY THAT AT LEAST COMPRISED OF LOUISIANA RESIDENTS? FAILURE TO SPECIFY ABOVE INFORMATION PREFERENCES SHALL NOT APPLY TO SERVENTS AND AUGUST BE: 31.1.A CURRENT CORPORATE OFFICER, PROCEED AND AUGUST AND AUGUST BE: 31.1.A CURRENT CORPORATE OFFICER, PROCEED AND AUGUST BE: 31.1.A CURRENT CORPORATE OFFICER, PROCEED AND AUGUST BE: 31.1.A CURRENT CORPORATE OFFICER, PROCEED AND AUGUST BE:	TERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY EITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL SON RECEIVING A SET OF THE ORIGINAL BID OR SOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR SIZE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES SEE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT STHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE SISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL SINCE? YESNO
RESOLUTION, CERTIFICATE OR AFF 31.3.AN INDIVIDUAL LISTED ON THE ST EXECUTE BIDS. BY SIGNING THE	ND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE TOWN TO THE PROPERTY OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.
(HCSD) PROVIDES THE GUIDING STANDARDS HCSD. ALTHOUGH THE CODE CAN NEITHER VARIED ACTIVITIES, NOR SUBSTITUTE FOR INTEGRITY; IT IS THE DUTY OF EACH OFF	HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL CICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT O ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

- 32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.
- 32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.
- 32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.
- 32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.
- 32.6. THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.
- 32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH
- 32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.
- 32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.
 - 32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.
- 32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.
- 32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE, THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

- 32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.
- 32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT

HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

- 33. CORPORATE BUSINESS INTEREST
- 33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD.

 ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION

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SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

- 33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCSD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCSD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.
- 33.3. THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCSD.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.

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LSUHCSD / EARL K. LONG MEDICAL CENTER WILL BE ACCEPTING YOUR BID TO PROVIDE AND INSTALL A H.V.A.C. SYSTEM FOR THE RENOVATION OF THE ENDOSCOPY SUITE AT THE LSU SURGICAL FACILITY LOCATED AT 9032 PERKINS ROAD, BATON ROUGE, LA. 70810 IN ACCORDANCE WITH THE TERMS, SPECIFICATIONS AND CONDITIONS AS OUTLINED WITHIN THIS SOLICITATION..

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON APRIL 20TH, 2012 AT 9:00AM. THIS CONFERENCE WILL BE HELD AT EARL K. LONG IN THE MULTIPURPOSE BLDG., CONFERENCE ROOM. ATTENDANCE IS MANDATORY. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT. WALK THROUGH OF SITE WILL FOLLOW BID CONFERENCE.

SCOPE OF WORK -

Remove two (2) fan coil units, cap off CW and HW system, remove electrical wiring, rework ceiling grid and install matching ceiling tile as indicated on PLANS M-100 and PLANS E-101

Install new roof top HVAC Unit and exhaust fan, install associated ductwork, connect to building electrical and CW/HW System as indicated on PLANS E-201, M-100, M-200, M-401, and M-402.

WHEN A DISCREPANCY OR AMBIGUITY ARISES BETWEEN THE WRITTEN SPECIFICATIONS AND THE DRAWINGS, THE SPECIFICATIONS WILL GOVERN.

DRAWINGS AND SPECIFICATIONS ARE INTENDED TO PROVIDE THE BASIS FOR THE PROPER COMPLETION OF THE PROJECT SUITABLE FOR THE INTENDED USE OF EARL K. LONG MEDICAL CENTER.

TO OBTAIN DRAWINGS/PLANS PLEASE CONTACT MR. MICHAEL DEBLANC WITH THE ENGINEERING FIRM OF MASSETTE, NASH, LOPSEY AND BURCH. HE CAN BE REACHED AT (225) 291-6114 OR AT MDEBLANC® MASSETTI.COM.

MR. DEBLANC HAS ADVISED THAT A DEPOSIT WILL NOT BE REQUIRED TO RECEIVE THE PLANS / DRAWINGS.

CONDITIONS:

THE HOSPITAL IS SEEKING A SINGLE VENDOR TO PROVIDE AND INSTALL THE EQUIPMENT AS A TURN KEY PROJECT.

ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS BETWEEN 7:00 AM TO 6:00 PM MONDAY-FRIDAY. THE BIDDER MUST BE FULLY QUALIFIED UNDER ANY STATE OR LOCAL LICENSING LAW FOR CONTRACTORS IN EFFECT AT THE TIME AND AT THE LOCATION OF THE WORK BEFORE SUBMITTING BID.

ALL WORK IS TO BE PERFORMED BY THE AWARDED CONTRACTOR. THE AWARDED CONTRACTOR WILL PROVIDE A FULL TIME SUPERINTENDENT; THE SUPERINTENDENT WILL BE ON-SITE DURING ALL SCHEDULED WORK.

CONTRACTOR TO PROVIDE OWNER WITH ALL INSTALLATION, OPERATION, AND SERVICE MANUALS.

PERMITS AND FIRE MARSHAL APPROVALS, IF REQUIRED, ARE TO BE PROVIDED BY THE CONTRACTOR, COST IS TO BE INCLUDED IN THE PROPOSAL.

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ALL ELECTRICAL, MECHANICAL, AND PLUMBING COMPONENTS ARE TO BE CONCEALED WITHIN WALL, CEILING, OR FLOOR CAVITIES.

EXISTING FIRE ALARM SYSTEM SHALL BE KEPT IN OPERATION AT ALL TIMES.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SAFETY OF PATIENTS ALONG WITH EXLMC EMPLOYEES AND REQUIRED TO KEEP THE WORK AREA SECURE FROM PATIENT OR EXLMC EMPLOYEE INTERFERENCE OR WANDERING THROUGH THE WORK AREA AT ALL TIMES FROM BEGINNING TO COMPLETION OF THIS PROJECT. USE CARE AND PROTECTION PRECAUTIONS, AS NECESSARY TO PREVENT DAMAGE TO ALL EXISTING STRUCTURES, FINISHES AND LANDSCAPING AND PEDESTRIANS. IF ANY PROBLEMS ARISE, THE CONTRACTOR WILL CONTACT MAINTENANCE WHO WILL CONTACT THE APPROPRIATE DEPARTMENT TO ASSIST CONTRACTOR IN MAINTAINING A SECURE AREA.

THE CONTRACTOR WILL SCHEDULE ALL WORK THROUGH THE FACILITY MAINTENANCE OFFICE AND WILL HAVE THEIR STAFF ALONG WITH SUB-CONTRACTOR'S STAFF CHECK IN WITH THE MAINTENANCE OFFICE DURING EKLMC NORMAL WORK HOURS TO SIGN IN ON ARRIVAL AND SIGN OUT ON DEPARTURE FROM FACILITY.

A CLEAN, CLEAR AND UNRESTRICED ACCESS ROUTE TO THE CONSTRUCTION SITE WILL BE PROVIDED.

CONTRACTOR SHALL KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH CAUSED BY HIS EMPLOYEES' WORK AT ALL TIMES. REMOVE ALL DEBRIS, TOOLS, LADDERS, SURPLUS MATERIALS FROM AND ABOUT THE BUILDING AND LEAVE WORK AREA "BROOM" CLEAN.

THE CONTRACTOR IS RESPONSIBLE FOR KEEPING AREA CLEAN OF DEBRIS AND WILL HAUL OFF DEBRIS ON A DAILY BASIS. CONTRACTOR WILL PROVIDE OR CONTRACT WITH A VENDOR TO PROVIDE WASTE BINS FOR THE CONTRATOR'S WASTE / DEBRIS ASSOCIATED WITH THIS PROJECT. USE OF OWNER'S WASTE RECEPTACLES IS NOT ALLOWED.

ANY DISTURBED AREAS SHALL BE RETURNED TO PREVIOUS CONDITIONS.

CONTRACTOR SHALL TEST OPERATION OF ALL FIRE ALARM DEVICES AT THE COMPLETION OF THE PROJECT AND CERTIFY OPERATION.

FOLLOWING THE INSTALLATION AND STARTUP BUT BEFORE EQUIPMENT SHALL BE PLACED IN OPERATION, THE EARL K. LONG MEDICAL CENTER'S PERSONAL WILL BE TRAINED IN IT'S PROPER OPERATION AND USE.

A FINAL INSPECTION OF THE PROJECT WILL BE DONE BY THE FACILITY MAINTENANCE MANAGER OR DESIGNEE TO AGREE ON THE ACCEPTANCE OF THE JOB ALONG WITH PROVIDING THE ACCEPTANCE DATE TO SEND TO LSU HCSD HQ TO PROCESS THE TITLE 38 DOCUMENTS FOR PAYMENT OF PROJECT.

ALL CORRECTIONS FOR WORK THAT IS UNSATISFACTORY SHALL BE CORRECTED AT THE VENDOR'S EXPENSE AND MUST BE COMPLETED SATISFACTORILY BEFORE APPROVAL AND FINAL PAYMENT IS MADE.

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UNCONDITIONAL WARRANTY ON ALL LABOR AND	CONTRACTOR WILL PROVIDE LSU HCSD / EKLMC A ONE (1) YEAR MATERIALS PROVIDED BY THE CONTRACTOR FROM ANY DEFECTIVE TALL THE HVAC SYSTEM. SHALL INCLUDE ANY STATED MANUFACURE
* DOES EQUIPMENT HAVE ANY TYPE OF WARRAN	TY THAT COVERS MAINTENANCE?
YES NO	
IF YES, FOR HOW MANY MONTHS IS THE WAR	RANTY?
MONTHS.	
PLEASE PROVIDE A COPY OF THE WARRANTY	STATEMENT WITH THE BID RESPONSE.
_	A PRE-CONSTRUCTION MEETING TO REVIEW WITH THE L. LIFE SAFTEY MEASURES AND/OR OTHER PERTINENT THE SUCCESSFUL COMPLETION OF PROJECT.
	WILL BE REQUIRED TO ATTEND A SAFETY ORIENTATION AS NNING THE PROJECT (ORIENTATION APPROXIMATELY ONE
•	
Substitutions:	
-	ibed in the bid documents establish a standard of d quality to be met by any proposed substitution. No opening date.
bid date. Each request shall include the nam complete description of the proposed substit performance and test data and any other info	her in writing a minimum of 7 working days prior to the see of the product, for which it is submitted. A ution including model numbers, drawings, cuts, ormation necessary for an evaluation. The contactor in the contract documents that may necessary if the
Approved substitutions will be issued by an will not be accepted and may result in the b	addendum. Substitutions not issued by an addendum id being rejected.
• VENDOR MUST INSPECT JOB SITE TO VERIFY MEASU	REMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO

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NUMBER : 001127 OPEN DATE : 05/01/2012 TIME: 02:00 PM	BIDDER:
PROPOSAL. FAILURE TO DO SO WILL BE IN	TERPRETED THAT BID IS AS SPECIFIED.
VENDOR MAY CONTACT MR. ROBERT SIMPSON	AT (225) 358-1106 TO SCHEDULE INSPECTION.
	THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS NG FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.
VENDOR'S COMPANY NAME	HOSPITAL'S NAME
VENDADIC GTONAMIDE	WOOD TALLS STONATURE

VISITING THE SITE: ALL BIDDERS SHALL VISIT THE SITE PRIOR TO SUBMITTED A BID TO FAMILIARIZE
THEMSELVES WITH EXISTING CONDITIONS. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE BIDDERS FROM
THEIR RESPONSIBILITIES UNDER A CONTRACT. VENDORS SHALL BE RESPONSIBLE TO GET THEIR OWN
MEASUREMENTS.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles.

SPECIAL TERMS & CONDITIONS	Page 11 of 12
NUMBER : 001127 OPEN DATE : 05/01/2012 TIME: 02:00 PM	BIDDER:

MAILING OF BID TO AGENCY

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U. S. Postal Service to our box at:

LSU- Health Care Services Division P.O. Box 91308 Baton Rouge, La. 70821-1308

Bids may be delivered by hand or courier service to our physical location at:

LSU Main Campus Kirby Smith Hall, 1st Floor Baton Rouge, La. 70803 Attn: Purchasing - Derick Bond / Melissa Knox

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. LSUHCSD Purchasing is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Bidder is solely responsible for the timely delivery of its proposal. Failure to meet the bid opening date and time shall result in rejection of the bid.

Proposers are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. Our mail is routed to us daily by the State's courier service. In order to be considered compliant, proposals must be received inside Kirby Smith Hall at the proposal opening date and time.

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHCSD MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

FILE# DB 7029 12

PRICE SHEET			Page 12 of 12
NUMBER : 001127		BIDDER:	
OPEN DATE : 05/01/2012	TIME: 02:00 PM		
LIMI ERO ODECICIED EL CEM	WEDE CUID TO:		

9032 Perkins Road Baton Rouge LA 70810

FURNISH ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE HVAC RENOVATIONS AS INDICATED IN THE ACCOMPANYING SPECIFICATIONS AND DRAWINGS FOR ENDOSCOPY SUITE HVAC RENOVATION AT LSU SURGICAL CTR AT 9032 PERKINS RD., BATON ROUGE, LA 70810 Specify brand, model bid(if applicable)	1.00	LOT	Unit Price	Extended Amo
AND MATERIALS NECESSARY TO COMPLETE HVAC RENOVATIONS AS INDICATED IN THE ACCOMPANYING SPECIFICATIONS AND DRAWINGS FOR ENDOSCOPY SUITE HVAC RENOVATION AT LSU SURGICAL CTR AT 9032 PERKINS RD., BATON ROUGE, LA 70810	1.00	LOT		
Specify brand, model bid(if applicable)		ĺ		
A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON APRIL 20TH, 2012 AT 9:00AM. THIS CONFERENCE WILL BE HELD AT EARL K. LONG IN THE MULTIPURPOSE BLDG. CONFERENCE ROOM. ATTENDANCE IS MANDATORY. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT. WALK THROUGH OF SITE WILL FOLLOW BID CONFERENCE.				
	LONG IN THE MULTIPURPOSE BLDG. CONFERENCE ROOM. ATTENDANCE IS MANDATORY. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT. WALK THROUGH OF SITE WILL	LONG IN THE MULTIPURPOSE BLDG. CONFERENCE ROOM. ATTENDANCE IS MANDATORY. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT. WALK THROUGH OF SITE WILL	LONG IN THE MULTIPURPOSE BLDG. CONFERENCE ROOM. ATTENDANCE IS MANDATORY. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT. WALK THROUGH OF SITE WILL	LONG IN THE MULTIPURPOSE BLDG. CONFERENCE ROOM. ATTENDANCE IS MANDATORY. ONLY THOSE VENDORS IN ATTENDANCE WILL BE ALLOWED TO BID ON THIS PROJECT. WALK THROUGH OF SITE WILL

PROPOSAL NUMBER

DB 7029 12

SOLICITATION NUMBER:

001127

H.V.A.C. RENOVATION AND INSTALL AT EARL K. LONG MEDICAL CENTER IN BATON ROUGE, LA. 70805

CATEGORY

MECHANICAL CONSTRUCTION

BID DELIVERY INSTRUCTIONS FOR LSU HEALTH CARE SERVICES DIVISION

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AT:

KIRBY SMITH HALL LSU-MAIN CAMPUS BATON ROUGE, LOUISIANA 70803

FOR ADDITIONAL INFORMATION, CONTACT:

DERICK BOND

(225) 925-7419

SITE VISIT IS REQUIRED.

Reference to "See No. 30, Page 3" is for the following:

- 30. Signature Authority. In accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:
- A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- 2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
- 3. An individual listed on the State of Louisiana Bidder's application as authorized to execute bids. By signing the bid, the bidder certifies compliance with the above.

NOTICE TO BIDDERS

Sealed bids will be received for the State of Louisiana by LSU Health Care Services Division , P.O.Box 91308, Baton Rouge, Louisiana 70821-1308 until 2:00 P.M., on MAY 1^{ST} , 2012 for the following:

H.V.A.C. RENOVATION AND INSTALL

AT

EARL K. LONG MEDICAL CENTER

IN

BATON ROUGE, LA. 70805

Solicitation Number: 001127

Complete Bidding Documents may be obtained from:

LSU Health Care Services Division, HCSD P.O. Box 91308
Baton Rouge, Louisiana 70821-1308
Attn: MELISSA KNOX
Email: mjoh21@lsuhsc.edu
Fax: (225) 925-4901

Phone: (225) 925-4166

SITE VISIT IS REQUIRED.

A Mandatory pre-bid conference will be conducted on this project at the jobsite on APRIL 20TH at 9:00AM at EARL K. LONG MEDICAL CENTER 5825 AIRLINE HIGHWAY, MULTIPURPOSE BLDG, CONFERENCE ROOM. Attendance is required in order to submit a bid proposal. A walk through will follow.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount, and who is currently on the U.S. Department of the Treasury Financial Management Service List. The bond shall not be accepted if written for an amount exceeding the amount listed in the Treasury Financial Management Service List.

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as Mechanical Construction. No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

The Owner reserves the right to reject any and all bids for just cause. In accordance with the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

STATE OF LOUISIANA LSU HEALTH CARE SERVICES DIVISION, HCSD

DERICK BOND
DIRECTOR OF PURCHASING

SOLICITATION NUMBER

001127

GENERAL CONTRACT PROPOSAL FORM

BID OPENING DATE: 2:00 P.M, MAY 1ST, 2012

LSUHSC - STATE OF LOUISIANA KIRBY SMITH HALL LSU MAIN CAMPUS BATON ROUGE, LOUISIANA 70803

BID MADE BY:	
	(BIDDER'S NAME)
PROJECT:	Furnish all labor, materials, tools and equipment necessary for H.V.A.C. INSTALL AND RENOVATION at EARL K. LONG MEDICAL CENTER as per plans, drawings and specifications prepared by the Engineering Firm, Mazzetti, Nash, Lipsey and Burch.
examined the specific the conditions surroul materials, tools and e	compliance with your invitation for bids for the project listed above, having cations and related documents, inspected site and being familiar with all of inding the fulfillment of the contract, hereby proposes to furnish all labor, equipment necessary to complete the above referenced project within the and for the price stated below.
nspections, and all sa rom or pertaining to t	Price stated shall include all permits and governmental fees, licenses, and ales, consumer use and taxes of any other nature or kind whatever arising the work or portions thereof provided by the contractor which are legally ids are received, whether or not yet effective.
	ropose to furnish all materials and perform all work as described in the and related documents for the sum of: (WORDS AND
	LUMP SUM TOTAL \$
COMPLETION DATE	The undersigned guarantees completion of project as per base bid incalendar days.
EXPRESSED	NDICATED BY THE MAKEUP OF THE BID FORM, SUMS SHALL BE IN BOTH WORDS AND FIGURES, AND IN CASE OF A DISCREPANCY HE TWO, THE WRITTEN AMOUNT SHALL GOVERN.

- IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTORS' LICENSE NUMBER IN THE APPROPRIATE CLASSIFICATION(S) SUCH AS, Mechanical Construction, AND/OR SPECIALTY OF MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000.00 OR MORE (AND \$1.00 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED). ALL BIDS NOT IN COMPLIANCE WITH THIS REQUIREMENT SHALL BE AUTOMATICALLY REJECTED AND NOT READ.
- FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE,
 THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS
 LICENSE NUMBER ON THE BID.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

Addendum No:	Dated:	Addendum No:	Dated:	
Addendum No:	Dated:	Addendum No:	Dated:	
LOUISIANA CO	NTRACTORS L	ICENSE NO.:		
NAME (PLEASI	E PRINT OR TYI	PE):		
SIGNATURE: _	-			
TITLE:				
FIRM NAME :				
ADDRESS:				
PHONE: ()			
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GENERAL CONDITIONS, INSTRUCTIONS, POLICIES AND PROCEDURES

BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineation, alteration or erasure must be initialed by the signer of the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

LSU Health Care Services Division, HCSD of the State of Louisiana is an equal opportunity employer and looks to its Contractors, Subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

EEOC Compliance. By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees to keep informed of any comply with all Federal, State and Local Laws, Ordinances and Regulations which affect his employees or prospective employees.

BIDDERS REPRESENTATION:

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception.

ADDENDA:

No Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Receipt of all Addenda issued shall be acknowledged in bid proposal and/or returned with bid proposal.

CONSIDERATION OF BIDS:

LSU Health Care Services Division, HCSD reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents or a bid in anyway incomplete or irregular.

LSU Health Care Services Division, HCSD reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

RECORDATION CERTIFICATE:

Contractor upon receipt of executed contract, bond, purchase order and Notice to Proceed shall record contract and bond with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this

Certificate immediately to LSU Health Sciences Center, HCSD. The contracting agency will process no invoices until receipt of the Certificate of Recordation.

Liquidated Damages in the amount of \$250.00 per day will be assessed for each and every day the project remains incomplete beyond the established completion date.

CHANGE ORDER(S) RECORDATION FOR CONTRACTORS:

LA R.S. 38:2222. Change orders; Recordation: Each change order to a public works contract or to a contract for materials and supplies which adds an amount of ten (10) percent or more of the original contract amount and which additional amount is at least ten (10) thousand dollars or all change orders to a contract aggregating to an amount of twenty (20) percent or more of the original contract amount and which additional amount is at least (10) thousand dollars shall be recorded by the public entity which entered into the contract in the office of the recorder of mortgages in the parish where the work is to be done, or if not public work, where the entity domiciled not later than thirty (30) days after the date of the change order which requires that the recordation take place. In addition, the original contract shall be recorded together with the change order if not previously recorded.

CONTRACT, PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted, in the standard contract form currently used by the LSU Health Sciences Center-HCSD, within ten (10) days after notice from the LSU Health Sciences Center-HCSD.

The undersigned further agrees, if awarded the contract, to execute and deliver to LSU Health Care Services Division, HCSD at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum and agrees that this bond will be secured by a surety or insurance company currently on the United States Department of the Treasury Financial Management Service List of approved bonding companies and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. A bond shall be countersigned by a Louisiana licensed agent authorized to represent the Surety Company writing the bond and who is residing in this state. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

SURETY BOND

RS 38:2241 - For each contract in excess of twenty-five thousand dollars per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall

be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.

AFFIDAVIT:

Successful Contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

REJECTION OF BIDS:

The undersigned understands that LSU Health Sciences Center, HCSD reserves the right to reject any and all bids and to waive any informalities.

WITHDRAWAL OF BIDS:

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the bid opening.

PROGRESS PAYMENTS: The following payment schedule shall apply:

For contracts with a completion date of more than thirty (30) days:

On or about the first day of each month, ninety percent (90%) of the value based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the owner, less the aggregate of previous payments and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety percent (90%) of the Contract Price.

For contracts with a completion date of thirty (30) days or less:

Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price.

ACCEPTANCE:

Upon written notice by the Owner to LSU Health Sciences Center, HCSD, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

INSURANCE:

Compensation Insurance, public liability and property damage insurance, as per the attached insurance page (see Invitation to Bid document page 10_), are required on this bid.

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
 - b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
 - c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
- 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

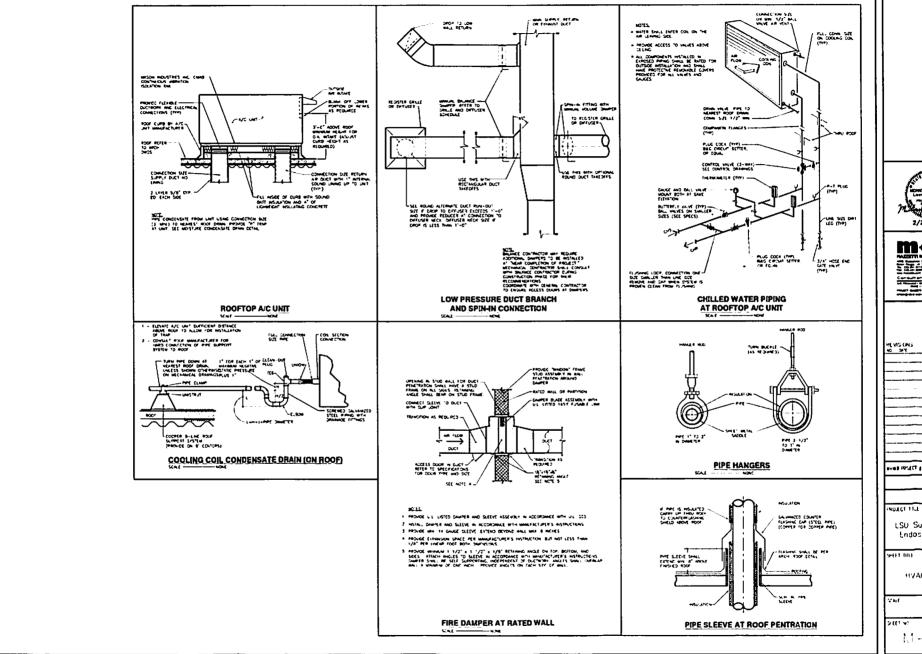
In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers

Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.





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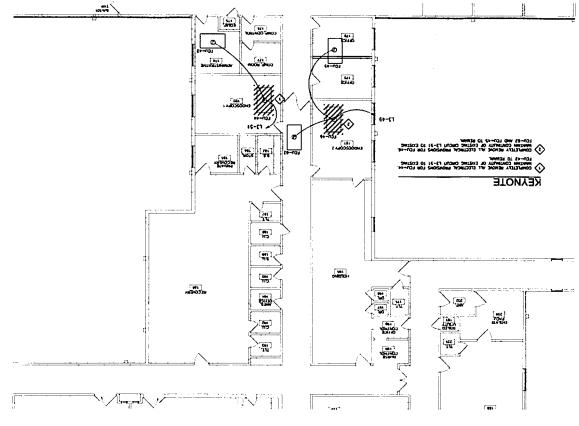
LSU Surgical Center Endoscopy HVAC

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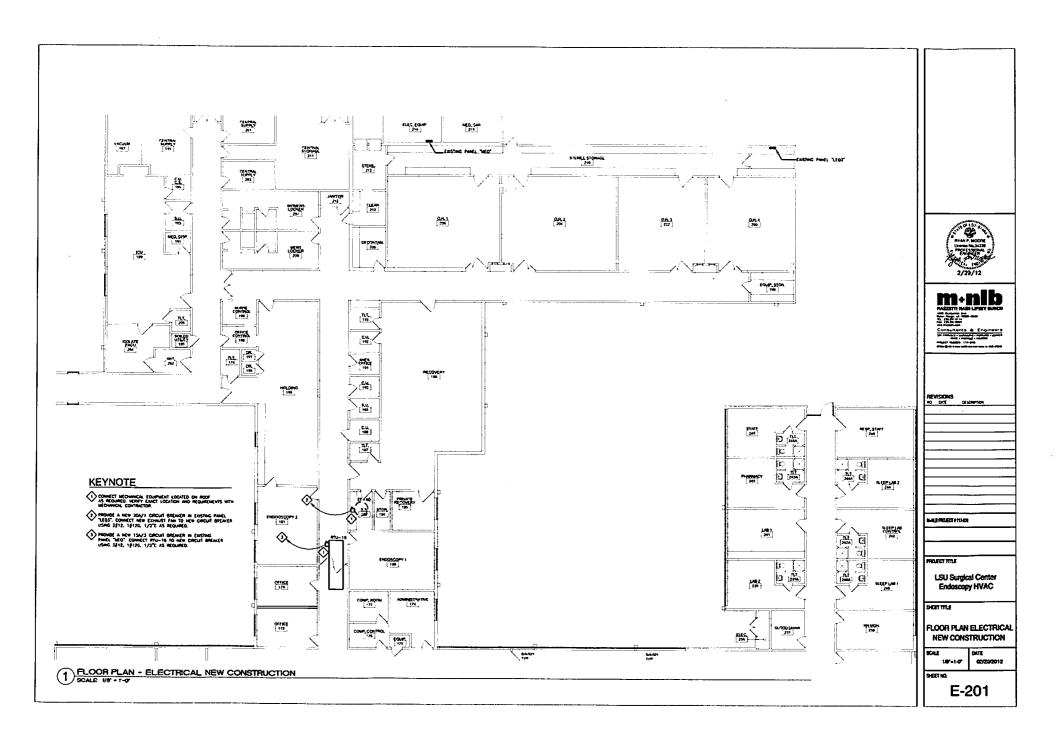
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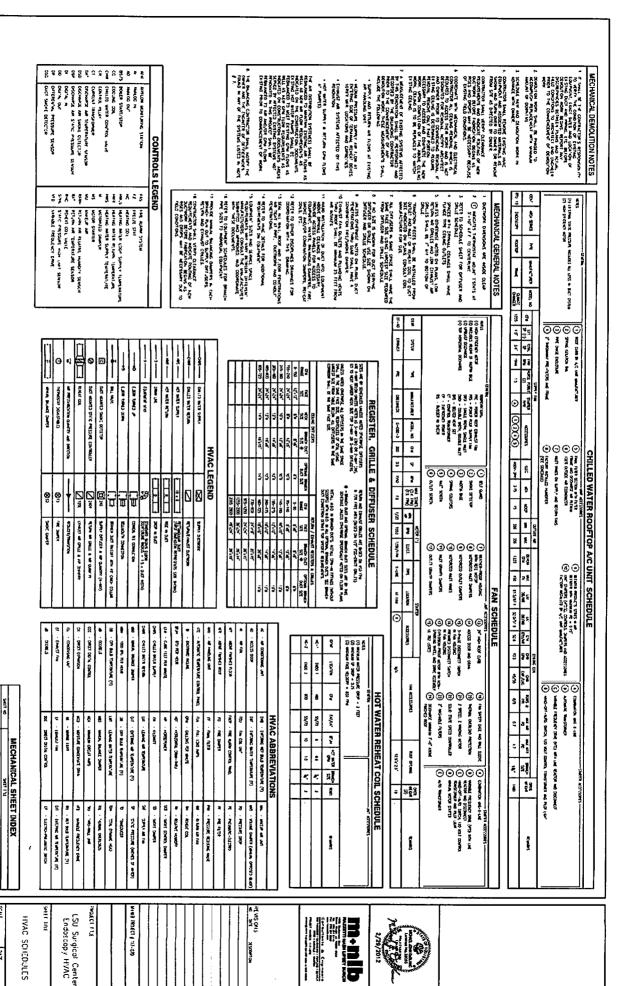
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